

**EXHIBIT A**  
**[Proposed] Order – Equity Backstop Commitment Letters**

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22 **UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

23 **In re:**

24 **PG&E CORPORATION,**

25 **- and -**

26 **PACIFIC GAS AND ELECTRIC  
COMPANY,**

27 **Debtors.**

28  Affects PG&E Corporation  
 Affects Pacific Gas and Electric Company  
 Affects both Debtors

29 Bankruptcy Case No.  
30 19-30088 (DM)

31 Chapter 11 (Lead Case) (Jointly Administered)

32 **[PROPOSED] ORDER (I) APPROVING  
TERMS OF, AND DEBTORS' ENTRY  
INTO AND PERFORMANCE UNDER,  
EQUITY BACKSTOP COMMITMENT  
LETTERS AND (II) AUTHORIZING  
INCURRENCE, PAYMENT AND  
ALLOWANCE OF RELATED PREMIUMS  
AND EXPENSES AS ADMINISTRATIVE  
EXPENSE CLAIMS**

33 \* *All papers shall be filed in the Lead Case,  
34 No. 19-30088 (DM).*

1       Upon the Second Amended Motion, dated March 2, 2020 (the “**Motion**”)<sup>1</sup>, of PG&E  
2 Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and  
3 debtors in possession (collectively, “**PG&E**” or the “**Debtors**”) in the above-captioned chapter 11  
4 cases (the “**Chapter 11 Cases**”), pursuant to sections 105(a), 363(b), 503(b) and 507(a)(2) of title 11  
5 of the United States Code (the “**Bankruptcy Code**”), and Rule 6004 of the Federal Rules of  
6 Bankruptcy Procedure (the “**Bankruptcy Rules**”), for entry of an order (i) approving the terms of, and  
7 the Debtors’ entry into and performance under, the Equity Backstop Commitment Letters with the  
8 Equity Backstop Parties and (ii) authorizing the incurrence, payment and allowance of all related  
9 commitment premiums and expenses (the “**Equity Backstop Obligations**”) as administrative expense  
10 claims, all as more fully provided in the Equity Backstop Commitment Letters and as set forth in the  
11 Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein  
12 pursuant to 28 U.S.C. §§ 157 and 1334, the *Order Referring Bankruptcy Cases and Proceedings to*  
13 *Bankruptcy Judges*, General Order 24 (N.D. Cal.) and Rule 5011-1(a) of the Bankruptcy Local Rules  
14 for the United States District Court for the Northern District of California (the “**Bankruptcy Local**  
15 **Rules**”); and consideration of the Motion and the relief requested therein being a core proceeding  
16 pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C.  
17 §§ 1408 and 1409; and this Court having found that it may enter a final order consistent with Article  
18 III of the United States Constitution; and this Court having found and determined that notice of the  
19 Motion is reasonable and sufficient under the circumstances, and it appearing that no other or further  
20 notice need be provided; and this Court having reviewed the Motion and the Ziman Declaration; and  
21 a hearing to consider the Motion having been held before this Court on March 16, 2020 (the  
22 “**Hearing**”); and this Court having found that the Equity Backstop Commitment Letters have been  
23 negotiated in good faith and at arms’-length between the Debtors and the other parties to such  
24 agreements; and this Court having determined that the legal and factual bases set forth in the Motion

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26       <sup>1</sup>       Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to  
27 them in the Motion.  
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1 and the Ziman Declaration and at the Hearing establish just cause for the relief granted herein; and it  
2 appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates,  
3 creditors, shareholders, and all parties in interest; and after due deliberation and sufficient cause  
4 appearing therefor,

5 **IT IS HEREBY ORDERED THAT:**

6 1. The Motion is granted as set forth herein. Any and all objections with respect to the  
7 Motion, to the extent not withdrawn, are hereby overruled in all respects on the merits.

8 2. The Equity Backstop Commitment Letters, each in substantially the form attached to  
9 the Motion as Exhibit C with the Equity Backstop Parties, are hereby approved in their entirety. The  
10 Equity Backstop Commitment Letters are valid, binding and enforceable against the Debtors.

11 3. The Debtors' entry into the Equity Backstop Commitment Letters constitutes a  
12 reasonable exercise of the Debtors' business judgment and is hereby approved. The Debtors are  
13 authorized to perform under and implement the terms of the Equity Backstop Commitment Letters  
14 and the exhibits thereto (including delivery of extension notices as provided therein), and to negotiate,  
15 prepare, execute and deliver all documents, and to take any and all actions necessary and appropriate  
16 to implement the terms of the Equity Backstop Commitment Letters and to perform all obligations  
17 thereunder on the terms and conditions set forth therein, without further notice, hearing or order of  
18 this Court.

19 4. The Equity Backstop Obligations are actual and necessary costs and expenses of  
20 preserving the Debtors' estates and as such shall be treated as allowed administrative expenses of the  
21 Debtors pursuant to section 503(b) of the Bankruptcy Code with the priority set forth in section  
22 507(a)(2) of the Bankruptcy Code, whether or not the Equity Backstop Commitments are funded, and  
23 none of the amounts shall be discharged, modified, or otherwise affected by any chapter 11 plan of  
24 any of the Debtors, subject to and in accordance with the Equity Backstop Commitment Letters.

25 5. The Debtors are authorized to reimburse or advance the Equity Backstop Parties for  
26 their expenses and pay and incur the premiums and all other Equity Backstop Obligations in  
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1 accordance with the terms of the Equity Backstop Commitment Letters, whether incurred prior to, on,  
2 or after the date of this Order, in each case pursuant to the terms and conditions set forth in the  
3 applicable Equity Backstop Commitment Letter, without further notice, hearing, or order of this Court,  
4 as, when, and to the extent they become due and payable under the terms of the applicable Equity  
5 Backstop Commitment Letter, which Equity Backstop Obligations shall not be subject to any  
6 challenge, contest, attack, rejection, recoupment, reduction, defense, counterclaim, offset,  
7 subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any  
8 nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise.

9       6.       The terms and provisions of this Order shall be binding in all respects upon all parties  
10 in these chapter 11 cases, the Debtors, their estates, and all successors and assigns thereof, including  
11 any chapter 7 trustee or chapter 11 trustee appointed in any of these cases or after conversion of any  
12 of these cases to cases under chapter 7 of the Bankruptcy Code; *provided*, that the Equity Backstop  
13 Parties shall be under no obligation to extend any financing to any chapter 7 trustee or chapter 11  
14 trustee.

15       7.       Subject to the terms and conditions of the Equity Backstop Commitment Letters, the  
16 Debtors and the Equity Backstop Parties may enter into any nonmaterial amendment, modification or  
17 supplement of any provision of the Equity Backstop Commitment Letters, and the Debtors are  
18 authorized to enter into any such amendment, modification, supplement or waiver (and to pay any  
19 premiums and expenses, amounts, costs and other obligations in connection therewith), without further  
20 notice, hearing or order of this Court. In the case of any material amendment, modification or  
21 supplement to the Equity Backstop Commitment Letters that is adverse to the Debtors (a “**Material**  
22 **Amendment**”), the Debtors shall provide notice (which may be provided via electronic mail or other  
23 electronic means) to the Notice Parties, each of whom shall have five (5) calendar days from the date  
24 of receipt of such notice to object in writing to the Debtors and the Equity Backstop Parties to such  
25 Material Amendment. If no objections are timely received (or if the Notice Parties indicate via  
26 electronic mail that they have no objection) to a Material Amendment, the Debtors are authorized to  
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execute such Material Amendment, which shall become effective and enforceable against the Debtors and their estates immediately upon execution. If a Notice Party timely objects and such objection is not resolved prior to the date upon which such objection is scheduled to be heard by this Court, approval of this Court (which may be sought on an expedited basis) will be necessary to execute a Material Amendment.

8. Nothing in this Order, the Equity Backstop Commitment Letters or any other documents related to the transactions contemplated thereby shall in any way be construed or interpreted to impose or allow the imposition upon any Equity Backstop Party of any liability for any claims arising from the post-petition activities of the Debtors in the operation of their businesses, or in connection with their restructuring efforts.

9. Except as explicitly provided for herein, this Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

10. Notice of the Motion as provided therein shall be deemed good and sufficient and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

11. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or any other Bankruptcy Rule or otherwise, the terms and provisions of this Order shall be immediately effective and enforceable upon its entry.

12. The Debtors are authorized to take all reasonable actions necessary to effectuate the relief granted pursuant to this Order in accordance with this Order and the Motion.

13. The automatic stay under section 362 of the Bankruptcy Code is hereby modified to the extent necessary to enable the Equity Backstop Parties to perform under the Equity Backstop Commitment Letters and to exercise any and all of their contractual rights thereunder.

14. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

\*\* END OF ORDER \*\*